

# **APPLICATION FOR FUNDING OF LANDFILL GAS CAPTURE FACILITIES**

July 2008  
Ministry of the Environment

*Protecting our environment.*



## PREFACE

In June 2008, amendments to Regulation 347 (General – Waste Management) and Ontario Regulation 232/98 (Landfilling Sites) (“**O. Reg. 232/98**”) under the *Environmental Protection Act* (“**EPA**”) resulted in requirements for landfill gas collection and flaring, or use, for operating, new or expanding landfills larger than 1.5 million cubic metres.

In conjunction with the regulatory amendments, the Province is providing approximately \$10 million in funding support to municipalities over three years (fiscal years 2008/09 to 2010/11) for smaller landfills that are required to capture landfill gas as a result of these amendments. Funding support is available for the design and construction of the landfill gas facilities for collection and flaring, or use (i.e. electricity generation). The landfill gas funding program ends March 31, 2011.

This funding Guideline describes the application requirements and process to request landfill gas funding including eligibility requirements, funding limits, application timelines and the information to be submitted to the Ministry for review. The application form and agreement template for the landfill gas funding program are attached.

*The description of the regulatory requirements in this Guideline is given for convenience only. A current copy of the relevant legislation and regulations should be obtained to determine the exact requirements.*

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## 1.0 INTRODUCTION

Landfill gas is considered to be a significant source of greenhouse gas emissions as it contains about 50% methane (CH<sub>4</sub>), a potent greenhouse gas with a global warming potential 21 times that of carbon dioxide (CO<sub>2</sub>). Landfill gas also contains trace amounts of other compounds that can cause odours or affect local air quality.

Landfill gas emissions can be controlled by collecting the gas using a network of collection wells and burning the gas for energy purposes (e.g. electricity production) or simply to burn off the methane.

### New Landfill Gas Regulations

In June 2008, Regulation 347 and O. Reg. 232/98 under the *Environmental Protection Act* (EPA) were amended to require reporting and landfill gas collection and flaring (burning), or use, for operating, new or expanding landfills larger than 1.5 million cubic metres.

The new regulations amend the existing landfill gas requirements in O. Reg. 232/98 under the EPA that apply to new or expanding landfills, and amend Regulation 347 to require submission of design reports and implementation of landfill gas capture for existing operating sites:

1. O. Reg. 232/98 (in place since 1998) has been amended to change the existing 3 million cubic metres site size criterion to 1.5 million cubic metres, and
2. Regulation 347 has been amended to require operating landfills larger than 1.5 million cubic metres to submit design reports and implement landfill gas capture. Gas systems are to be in place and operating in completed and interim completed areas by December 31, 2010. Provisions have been included giving operating sites that have taken voluntary early action to capture landfill gas until June 30, 2016 before these gas systems need to be assessed for possible improvements. The improvements, if any, would then be implemented by means of a Part V EPA certificate of approval.

Provisions in the new regulations allow a landfill owner to demonstrate that landfill gas controls are not needed, if it can be shown that the site will not generate any significant landfill gas (e.g. due to the nature of the waste deposited in the site).

The regulations do not apply to closed landfills, landfills associated with forest products operations or coal ash landfills.

Reference should be made to the landfill gas capture requirements in O. Reg. 232/98 and Regulation 347 to determine the exact requirements.

## **The New Funding Program**

In conjunction with the new regulations, the Province is providing approximately \$10 million in funding support to municipalities over three years (fiscal years 2008/09 to 2010/11) for smaller landfills that are required by the new regulations to capture landfill gas. Funding support is available for the design and construction of the landfill gas facilities for collection and flaring, or use (i.e. electricity generation). The landfill gas funding program ends March 31, 2011.

The majority of landfill greenhouse gas reductions are achieved by collection and flaring (burning) of the landfill gas. The use of the landfill gas for electricity generation, or for other purposes, may result in additional greenhouse gas reductions by off-setting other energy sources such as coal. Funding will be allocated first to collection and flaring costs. Funding of electricity generation components, if any, will be considered after funding has been allocated to all successful applicants for landfill gas collection and flaring components.

This Guideline describes the application process and requirements for municipalities to request landfill gas funding. The Guideline describes the eligibility requirements, applicant and project information to be submitted to the Ministry for review, expected funding limits and application timelines. The application form and agreement template for the landfill gas funding program are attached.

Applications for funding will be reviewed by the Ministry to ensure the applicants are eligible and to determine the amount of funding that may be provided. It is expected that funding support of up to 2/3 of the design and construction costs for gas systems may be provided to successful applicants. The actual amount of funding provided, however, will depend on the number of successful applicants and the estimated costs for the gas systems. The landfill gas funding program will be reopened each funding year, if unallocated funds are available, to allow any possible new applicants to apply for funding.

Funding will only be provided for costs that incurred after June 19, 2008, the date the new regulations came into effect, and that are expected to be incurred by March 31, 2011.

### **Applications for funding must be submitted by November 7, 2008.**

The application requirements and process described in this Guideline are subject to the terms of the funding agreement signed between the successful applicant and the Ministry.

## **2.0 ELIGIBILITY CRITERIA**

Applicants for possible funding under this program must meet the following eligibility criteria:

1. The landfill must be owned by a municipality with a population less than 250,000 persons as of January 1, 2008.
2. The landfill must be approved under Part V of the EPA and as a result of the new landfill gas capture requirements in O. Reg. 232/98 or Regulation 347, be required to submit reports and capture landfill gas.
3. The landfill must:
  - i. be smaller than 3.0 million cubic metres (“m<sup>3</sup>”) total waste disposal volume,  
or,
  - ii. have less than 1.5 million cubic m<sup>3</sup> of remaining waste disposal volume, as of January 1, 2008.

Applicants and landfill sites that do not meet all of the above criteria will not be considered for funding under this program.

## **3.0 ELIGIBLE COSTS**

The landfill gas funding program provides funding support for the design and construction costs for landfill gas facilities. Eligible costs for funding include the following:

1. The costs for materials and equipment for landfill gas collection, flaring (burning) and electricity generation.
2. The costs for professionals, technical personnel and contractors specifically engaged to:
  - a. design the landfill gas collection and flaring system, and facilities for electricity generation, including any necessary site assessment work,
  - b. obtain approval for the landfill gas system under Part V or Section 9 of the EPA, and
  - c. construct the gas system.
3. The costs for professionals, technical personnel and contractors specifically engaged to undertake the gas system design work necessary for purposes of making the application for funding under this program, including any necessary site assessment work or work for preparing the project work plan, timeline, cost estimate or other necessary application information.



Eligible costs include only those costs that incurred after June 19, 2008, the date the new regulations came into effect, and that are expected to be incurred by March 31, 2011.

Expenditures must be actual cash outlays to third parties and must be documented through record keeping and paid invoices or receipts.

Successful applicants are expected to expend funds using a process that promotes best value for the funds expended and will be required to regularly report to the Ministry on project progress and expenditures.

### **Costs Not Eligible**

Costs that are not eligible for funding include:

- costs for work or services normally provided by the municipality including employee salaries and benefits or municipal administrative or overhead costs,
- costs for land,
- financing or interest charges,
- legal fees, or
- goods and services tax (GST) pursuant to the Excise Tax Act (Canada) or taxes for which the municipality or contractor is eligible for a rebate, tax credit, input tax credit or refund.

## **4.0 FUNDING LIMITS**

The Province is providing approximately \$10 million in funding support to municipalities over three years (fiscal years 2008/09 to 2010/11) for smaller landfills that are required by the new regulations to capture landfill gas.

### **4.1 Funding Limit**

It is expected that funding support of up to 2/3 of the design and construction costs for gas systems may be provided to successful applicants. The actual amount of funding provided, however, will depend on the number of successful applicants and the estimated costs for the gas systems.

Funding will be allocated first for collection and flaring costs. Funding of electricity generation components, if any, will be considered after funding has been allocated to all successful applicants for gas collection and flaring components.

The landfill gas funding program will be reopened each funding year if unallocated funds are available to allow any possible new applicants to apply for funding.

## **4.2 Amount of Funding**

Subject to the explanation of funding limit above, the maximum amount of funding to be provided to successful applicants under this program is expected to be as follows:

### **1. Collection and Flaring**

Funding of up to 2/3 of the estimated design and construction costs for landfill gas collection and flaring.

### **2. Electricity Generation**

Funding of up to 2/3 of the following, whichever is less:

- a. the estimated design and construction costs for electricity generation, or
- b. the present value (in \$2008) of any shortfall of electricity generation revenue compared to total costs, as estimated by a realistic business case assessment for electricity generation using the landfill gas.

It should be noted that in reviewing the business case assessment submitted by an applicant pursuant to criterion 2b the Ministry will take into account any funding to be allocated to the applicant under this funding program for purposes of landfill gas collection and flaring.

## **4.3 Business Case Assessment**

The amount of funding, if any, provided for electricity generation includes consideration of a business case assessment for electricity generation (refer to Subsection 4.2, criterion 2b). Landfills requesting funding for electricity generation components of the gas system therefore are required to carry out a business case assessment.

The business case assessment should be carried out assuming gas system costs for a period of at least 40 years and should include capital, operating and maintenance costs for the entire site. A 40 year cost period should be assumed as these sites are required to capture landfill gas and cannot stop landfill gas capture solely on the basis that electricity generation revenues become inadequate. The time frame for electricity generation within the 40 year period should be determined on a site specific basis assuming a realistic minimum contract period for electricity generation. (Refer to Subsection 6.7 of this Guideline.)

## **4.4 Possible New Funding Applicants**

It is expected that funding support of up to 2/3 of the design and construction costs for gas systems may be provided to successful applicants. The actual amount of funding provided, however, will depend on the number of successful applicants and the estimated costs for the gas systems.

The landfill gas funding program will be reopened each subsequent funding year if unallocated funds are available to allow any new applicants (e.g. newly approved landfill expansion) to apply for funding.

## **5.0 SUBMITTING AN APPLICATION**

The procedures and timelines for submitting applications are described in this section. A separate application must be submitted for each landfill for which funding is being sought.

### **5.1 Address for Applications**

Applications must be made in electronic form and by signed hard copy:

#### **Electronic Copy**

Applicants must submit an electronic copy of the application to the Ministry of the Environment at [landfillgasfunding@ontario.ca](mailto:landfillgasfunding@ontario.ca). All submissions submitted by e-mail are deemed received once the e-mail has entered into the e-mail inbox of [landfillgasfunding@ontario.ca](mailto:landfillgasfunding@ontario.ca).

#### **Signed Hard Copy**

A hard copy signed by an authorized representative of the applicant must also be delivered to:

Landfill Gas Capture Funding Program  
Waste Management Policy Branch  
Ministry of the Environment  
135 St. Clair Avenue West, 7<sup>th</sup> Floor  
Toronto, Ontario M4V 1P5

Both the electronic form and signed hard copy will be considered to be one application.

Both formats must be received by the Ministry in order to be considered eligible for funding assessment.

### **5.2 Application Timelines**

**Applications for funding are to be submitted by November 7, 2008.**

Successful applicants will be notified thereafter that funding will be provided. An agreement in the form attached as Appendix 2 will be forwarded for signature.

The landfill gas funding program will be reopened in subsequent funding years to allow any new applicants to apply for funding if unallocated funds are available at that time. (Refer to Subsection 4.4 of this Guideline.)

The timelines for any future reopening of the funding program for applications from possible new funding applicants will be identified by the Ministry at appropriate times prior to the second and third funding years.

## **6.0 APPLICATION REQUIREMENTS**

Applicants for funding must complete and submit the form “Application Form for Funding of Landfill Gas Capture Facilities” included in Appendix 1, along with any necessary supporting documentation.

A separate application must be submitted for each landfill site for which funding is being sought.

The information to be included in the application for each landfill site is described below.

### **6.1 Applicant Information**

The following applicant information is to be provided:

1. Name and address of the applicant (i.e. landfill owner) municipality.
2. Population of the applicant municipality.
3. Name, title, phone number, email address and signature of authorized municipal representative, and the date of the signature.
4. Name and contact information of the project contact person (if different than the authorized municipal representative).
5. A statement confirming that municipal council has authorized the submission of the funding application and any subsequent contract with the Ministry.

### **6.2 Statement of Eligibility**

A statement indicating that the applicant municipality and landfill site meet the eligibility criteria for possible funding under the landfill gas funding program is to be provided.

### **6.3 Statements of Need for Funding**

The following statements of need for funding are to be provided:

1. A statement indicating that funding is needed under this funding program to help cover the costs of the gas system, identifying and taking into account the source and amount of any funding being provided under any other provincial or federal funding program.

2. A statement indicating that funding is needed and being requested for collection and flaring of landfill gas, for electricity generation, or both.

#### **6.4 Site Information**

The following information about the landfill site is to be provided:

1. Name and address/location of the landfill.
2. Certificate of Approval number for the landfill under Part V of the EPA.
3. Total approved waste disposal volume of the landfill (in cubic metres).
4. Remaining approved waste disposal volume of the landfill as of June 30, 2008 (in cubic metres).
5. Current annual rate of fill (in tonnes per year and in cubic metres per year [after compaction in the landfill]).
6. Estimated remaining site life (in years) and year of closure.
7. A description of the basis upon which the remaining waste disposal volume, annual rate of fill, and estimated remaining site life and year of closure have been determined (e.g. weigh scales, site contour measurements, etc.).

#### **6.5 Gas System Design**

A description, information and plan(s) prepared by a professional engineer for the conceptual design of the landfill gas system for the entire site, distinguishing the components for collection and flaring from those for electricity generation, if any, are to be provided. The components of the system that are expected to be completed by March 31, 2011 are to be identified. The conceptual design should include the following:

1. A description and information on the conceptual design of the gas collection and flaring system, including:
  - a. the number and spacing of gas collection wells,
  - b. the average length/depth of collection wells,
  - c. the location and length of the header pipe(s) for collected gas,
  - d. any gas treatment facilities or equipment,
  - e. the number, size and type (enclosed or open) of gas flare(s) required, and
  - f. other equipment, buildings or works required for gas collection and flaring.
2. A description and information on the conceptual design of any additional components of the gas system required for electricity generation including generators and electricity grid connection.
3. A description of the basis for the conceptual design (i.e. the basis for collection well spacing, number and type of flares, etc.).
4. A scaled plan(s) of the landfill site and gas system, including:
  - a. the landfill site boundaries,
  - b. the buffer area,

- c. the total approved waste fill area,
- d. the existing area(s) of fill that has received waste by June 30, 2008, distinguishing the area(s) that has reached final or interim contours,
- e. the fill area(s) expected to have received waste by March 31, 2011, distinguishing the area(s) that has reached final or interim contours,
- f. site entrance, on-site access roads and on-site buildings,
- g. the layout of any existing landfill gas system at the site, and
- h. the layout of the new gas system for the entire site, distinguishing the components of the system that are expected to be completed by March 31, 2011.

## **6.6 Gas System Cost Estimate**

A cost estimate prepared by a professional engineer for components of the system that are expected to be completed by March 31, 2011 distinguishing the components for collection and flaring from those for electricity generation, if any, is to be provided.

The cost estimate may include only the eligible costs identified in Section 3.0 of this Guideline.

## **6.7 Business Case Assessment**

The amount of funding, if any, provided for electricity generation includes consideration of a business case assessment for electricity generation (refer to Section 4.3 of this Guideline). Landfill sites requesting funding for electricity generation components of the gas system therefore are required to carry out a business case assessment, as follows:

A business case assessment is to be provided and is to determine the net present value (“NPV”) of revenues compared to total costs (in \$2008) for possible electricity generation, including landfill gas collection, flaring and electricity generation costs, for the entire site, and include the following:

1. Describe the approach used in carrying out the business case assessment.
2. Identify and provide the rationale for all assumptions, technical inputs (e.g. annual landfill gas and methane gas quantities, gas capture efficiency) and financial inputs (e.g. electricity generation and revenue period) used in the assessment.
3. The results of the assessment, including:
  - a. present value (“PV”) of total estimated costs, including design, construction, operation and maintenance costs,
  - b. PV of total potential revenue from electricity generation, and
  - c. NPV of total potential revenue and (i.e. minus) total estimated costs.

The business case assessment should be carried out assuming gas system costs for a period of at least 40 years and should include capital, operating and maintenance costs for the entire site. A 40 year cost period should be assumed as these sites are required by the new regulations to capture landfill gas and cannot stop landfill gas capture solely on the

basis that electricity generation revenues become inadequate. The time frame for electricity generation within the 40 year period should be determined on a site specific basis assuming a realistic minimum contract period for electricity generation.

## **6.8 Work Plan and Project Schedule**

A detailed work plan and project schedule prepared by a professional engineer for the gas system components that are expected to be completed by March 31, 2011 distinguishing the components for collection and flaring from those for electricity generation, if any, is to be provided.

The work plan and project schedule should describe the work to be undertaken including project milestones and completion dates, be based on major phases of work and gas system components, and should include the following aspects of the project:

1. Obtain approval for the gas system under Part V and Section 9 of the EPA,
2. Undertake detailed design of the gas system, and
3. Construct the gas collection and flaring system.

It should be noted that the new landfill gas capture provisions in Regulation 347 require reports on gas system designs to be submitted by June 30, 2009, and landfill gas systems for completed and interim completed fill areas of operating sites to be in place and operating by December 31, 2010. The work plan and project schedule should take into account and incorporate these regulatory requirements.

## **6.9 Project and Financial Management**

Details of the project and financial management processes that are in place to ensure the project work and costs are controlled, milestones are met, and the project timelines are met is to be provided.

The information provided should also include a description of the process that will be used in acquiring supplies, equipment or services with any funds provided under this landfill gas funding program. Funding recipients must use a process that promotes the best value for the funds spent and that includes a competitive process.

## **7.0 REVIEW OF APPLICATIONS**

Applications for funding will be reviewed by the Ministry to ensure the applicants and landfills are eligible, to determine if the necessary information has been provided as described in Section 6.0 of this Guideline, and to determine the amount of funding that is to be potentially provided. Only those applicants and landfills meeting all eligibility requirements will be considered for possible funding (refer to Section 2.0 of this Guideline).

Also, both formats of the funding application, the electronic form and signed hard copy, must be received by the Ministry in order to be considered eligible for funding assessment (refer to Subsection 5.1 of this Guideline).

The Ministry may request clarification of any aspect of the funding application as part of the review process.

### **7.1 Statements of Need for Funding**

The statements of need for funding must clearly identify the components of the gas system for which funding is being requested and clearly demonstrate that funding under this program is needed to help cover the costs of the gas system.

### **7.2 Funding Priorities**

All applications in the first funding year will be reviewed first for purposes of funding eligible landfill gas collection and flaring costs expected to be incurred by March 31, 2011, with funding allocations being made for successful applicants up to a maximum 2/3 of design and construction costs. The actual amount of funding allocated will depend on the number of successful applicants and their estimated costs.

If unallocated funds remain in the first funding year, applications for funding eligible electricity generation costs expected to be incurred by March 31, 2011 will then be reviewed, with funding allocations being made for successful applicants up to a maximum 2/3 of the design or construction costs, or the amount of the business case shortfall, whichever is less.

The landfill gas funding program will be reopened each subsequent funding year, if unallocated funds are available, to allow any new funding applicants (e.g. any newly approved landfill expansion) to apply for funding.

### **7.3 Review of the Business Case Assessment**

The amount of funding, if any, provided for electricity generation includes consideration of a business case assessment for electricity generation (refer to Subsection 4.3 of this Guideline). Applicants requesting funding for electricity generation therefore are required to carry out a business case assessment that takes into account potential revenues from electricity generation and all costs for collection, flaring and electricity generation (refer to Subsection 6.7 of this Guideline).

The business case assessment will be reviewed to ensure the appropriate information is provided and the assessment approach discussed in Subsection 6.7 of this Guideline is followed. In reviewing the business case assessment and its result, the Ministry will also take into account any funding expected to be allocated to the applicant under this funding program for purposes of landfill gas collection and flaring.



## **8.0 SUCCESSFUL APPLICANTS**

### **8.1 Funding Agreement**

Successful applicants will be required to enter into an agreement with the Ministry of the Environment in the form attached in Appendix 2. Funds may only be expended for purposes of carrying out the project and in accordance with the application and signed funding agreement.

Following the selection of applicants, the Ministry will complete the agreement and will provide the agreement to funding recipients for execution.

The Agreement is available in the English language only.

The application requirements and process described in this Guideline are subject to the terms of the funding agreement signed between the successful applicant and the Ministry.

### **8.2 Provision of Funds**

The approved amount of funding for the first funding year will be provided to successful applicants following signing of the funding agreement. The approved amount of funding for subsequent funding years will be provided to successful applicants following the start of the new funding year.

Similarly, if unallocated funds are available and any future new funding applicants are successful (refer to Subsection 4.4 of this Guideline), funding for these successful new applicants will be provided following signing of the funding agreement. The approved amount of funding for subsequent funding years will be provided to successful applicants following the start of the new funding year.

### **8.3 Unexpended Funds**

Any funds not expended on or before the final expenditure date specified in the funding agreement must be returned to the Province within 60 days of the final expenditure date.

### **8.4 Reporting**

Successful applicants for funding under the landfill gas funding program are to submit progress and acquisition reports to the Ministry concerning the project and funding expenditures.

#### **Progress Reports**

Progress reports on the expenditure of funds and the status of project work will be required semi-annually from the successful applicants. Adjustments to project work and the allocation or provision of funds may occur during the term of the funding agreement

with the Ministry if considered appropriate.

A final report on the expenditure of funds and the status of project work will be required within 30 days of the final expenditure date specified in the agreement. The report is to identify any unexpended funds remaining after the final expenditure date.

### **Acquisition Reports**

Funding recipients must use a process that promotes the best value for the funds spent in acquiring supplies, equipment or services with any funds provided under this landfill gas funding program. This process must include a competitive process.

Acquisition reports indicating if acquisitions of supplies, equipment or services have occurred during the reporting period, and if so, confirming that the specified acquisition process, including the competitive process, has been followed will be required semi-annually from the successful applicants. For any acquisitions, the report should include a summary of the process followed, the bids received and the rationale for the selection of the preferred bid for any acquisitions made during the reporting period.

## **9.0 FOR MORE INFORMATION**

If you have any questions about the application requirements or the landfill gas funding program, please contact:

Larry Wilcox (416-314-7876) / Jim Hiraishi (416-212-7098)

Waste Management Policy Branch  
Ministry of the Environment  
135 St. Clair Avenue West, 7<sup>th</sup> Floor  
Toronto, Ontario M4V 1P5

## **APPENDIX 1**

### **APPLICATION FORM FOR FUNDING OF LANDFILL GAS CAPTURE FACILITIES**

#### **INTRODUCTION:**

This application form is to be completed by applicants for possible provincial funding assistance for landfill gas capture facilities. Any necessary supporting documentation should be attached.

Reference should be made to the guideline “Application for Funding of Landfill Gas Capture Facilities” dated July 2008 for details of the information to be included in this application.

#### **SECTION 1 – Applicant Information**

The following applicant information is to be provided:  
(Refer to Subsection 6.1 of the Guideline.)

1. Name and address of the applicant (i.e. landfill owner) municipality.

2. Population of the applicant municipality.

3. Name, title, phone number, email address and signature of authorized municipal representative, and the date of the signature.

4. Name and contact information of the project contact person (if different than the authorized municipal representative).

5. A statement confirming that municipal council has authorized the submission of the funding application.

#### **SECTION 2 – Statement of Eligibility**

A statement indicating that the applicant municipality and landfill meet the eligibility criteria for possible funding under the landfill gas funding program is to be provided: (Refer to Subsection 6.2 of the Guideline.)

#### **SECTION 3 – Statements of Need for Funding**

The following statements of need for funding are to be provided: (Refer to Subsection 6.3 of the Guideline.)

1. A statement indicating that funding is needed under this funding program to help cover the costs of the gas system identifying and taking into account the source and amount of any funding being provided under any other provincial or federal funding program.

2. A statement indicating that funding is needed and being requested for collection and flaring of landfill gas, for electricity generation, or both.

<b>SECTION 4 – Site Information</b>
The following information about the landfill is to be provided: (Refer to Subsection 6.4 of the Guideline.)
1. Name and address/location of the landfill.
2. Certificate of Approval number for the landfill under Part V of the EPA.
3. Total approved waste disposal volume of the landfill as of June 30, 2008 (in cubic metres).
4. Remaining approved waste disposal volume of the landfill as of June 30, 2008 (in cubic metres).

5. Current annual rate of fill (in tonnes per year and in cubic metres per year [after compaction in the landfill]).
6. Estimated remaining site life (in years) and year of closure.
7. A description of the basis upon which the remaining waste disposal volume, annual rate of fill, and estimated remaining site life and year of closure have been determined.

#### **SECTION 5 – Gas System Design**

A description, information and plan(s) prepared by a professional engineer of the conceptual design of the landfill gas system for the entire site, distinguishing the components for collection and flaring from those for electricity generation, if any, are to be provided:  
(Refer to Subsection 6.5 of the Guideline.)

1. A description and information on the conceptual design of the gas collection and flaring system.

<p>2. A description and information on the conceptual design of any additional components of the gas system required for electricity generation, including generators and electricity grid connection.</p>
<p>3. A description of the basis for the conceptual design (i.e. the basis for collection well spacing, number and type of flares, etc.).</p>
<p>4. A scaled plan(s) of the landfill site and gas system. (The plan(s) may be attached to this application form.)</p>

### **SECTION 6 – Gas System Cost Estimate**

A cost estimate prepared by a professional engineer for components of the system that are expected to be completed by March 31, 2011 distinguishing the components for collection and flaring from those for electricity generation, if any, is to be provided:  
(Refer to Subsection 6.6 of the Guideline.)

### **SECTION 7 – Business Case Assessment**

If funding is being requested for electricity generation, a business case assessment is to be provided and is to determine the net present value (“**NPV**”) of revenues compared to total costs (in \$2008) for possible electricity generation, including landfill gas collection, flaring and electricity generation costs, for the entire site:  
(Refer to Subsection 6.7 of the Guideline.)



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### **SECTION 8 – Work Plan and Project Schedule**

A detailed work plan and project schedule, prepared by a professional engineer, must be provided for the gas system. A detailed work plan and project schedule prepared by a professional engineer for the gas system components that are expected to be completed by March 31, 2011 distinguishing the components for collection and flaring from those for electricity generation, if any, is to be provided:  
(Refer to Subsection 6.8 of the Guideline.)

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### **SECTION 9 – Project and Financial Management**

Details of the project and financial management processes that are in place to ensure the project work and costs are controlled, milestones are met, and the project timelines are met is to be provided:  
(Refer to Subsection 6.9 of the Guideline.)

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**FOR MORE INFORMATION:**

If you have any questions about the application requirements for the landfill gas funding program, please contact:

Larry Wilcox (416-314-7876) / Jim Hiraishi (416-212-7098)

Waste Management Policy Branch  
Ministry of the Environment  
135 St. Clair Avenue West, 7<sup>th</sup> Floor  
Toronto, Ontario M4V 1P5

## APPENDIX 2

<p><b>GRANT FUNDING AGREEMENT</b> <b>Under the Landfill Gas Funding Program</b></p>
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**THE AGREEMENT** made in duplicate as of the date day of month, 200\*,

**B E T W E E N :**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**  
**as represented by the Minister of the Environment**

(the “**Ministry**”)

- and -

**[Legal Name of Recipient]**

(the “**Recipient**”)

**WHEREAS** the Ministry has established the Landfill Gas Funding Program for the purpose of providing funding support to municipalities for smaller landfills that are required to capture landfill gas as a result of the new landfill gas capture requirements of Ontario Regulation 232/98 or Regulation 347 under the Environmental Protection Act;

**AND WHEREAS** the Recipient has applied to the Ministry for funding under the Landfill Gas Funding Program;

**AND WHEREAS** the Ministry desires to fund the Recipient;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

### **Article 1** **Definitions**

- 1.1 **Number, Gender and Headings.** In the Agreement, words in the singular include the plural and vice-versa and words in one gender include all

genders. The headings in the Agreement are for convenience of reference only and do not form part of the Agreement and in no manner modify, interpret or construe the Agreement.

1.2 **Definitions.** In the Agreement the following words shall have the following meanings:

**“Agreement”** means this agreement entered into between the Ministry and the Recipient and all schedules and attachments to the Agreement and any instrument amending the Agreement.

**“Budget”** means the eligible expenditures set out in section B1 of Schedule “B” (Budget).

**“Effective Date”** means the date first written at the top of the Agreement.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the date of the Agreement and ending on the first day that is March 31 following the date of the Agreement; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is April 1 following the end of the previous Funding Year and ending on the following March 31.

**“Funds”** means the money provided by the Ministry to the Recipient pursuant to the Agreement.

**“GST”** means goods and services tax pursuant to the Excise Tax Act (Canada).

**“Indemnified Parties”** means her Majesty the Queen in Right of Ontario, her Ministers, appointees and employees.

**“Notice”** means any notice or communication required or permitted to be made in the form set out in Article 17 (Notices).

**“Party”** means either the Ministry or the Recipient as applicable and **“Parties”** means both of them collectively.

**“Person”** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, a joint venture, an unincorporated or incorporated organization, an unincorporated or incorporated association, the government of a country or any political subdivision thereof, or any agency or department of any such government, the Workplace Safety and

Insurance Board, or the executors, administrators or other legal representatives of an individual in any capacity.

**“Project”** means the undertaking described in Schedule “A” (Project Description and Timelines).

**“Reports”** means the reports described in Schedule “C” (Financial/Progress Reports).

**“Timelines”** means the Project schedule set out in Schedule “A” (Project Description and Timelines).

## **Article 2**

### **Governance**

- 2.1 **Execution of Agreement.** The Recipient represents and warrants that it has the full power and authority to enter into the Agreement and has taken all necessary actions to authorize the execution of the Agreement.
- 2.2 **Governance.** The Recipient has established, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally appropriate instruments to:
- (a) establish decision-making mechanisms;
  - (b) provide for the prudent and effective management of the Funds; and
  - (c) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 8 (Reporting, Accounting and Review).
- 2.3 **Bank Account.** The Recipient shall have established, and shall hold the Funds in, a Canadian bank account and shall manage the Funds within that account so that they are discernable from any other funding source.

## **Article 3**

### **Term of the Agreement**

- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on enter expiry date unless terminated earlier pursuant to either Article 13 or Article 14 of the Agreement.

## **Article 4**

### **Funds**

- 4.1 **Funds.** The Ministry shall:

(a) provide up to insert maximum amount of Funding in words Canadian dollars (\$insert amount in numbers) to the Recipient for the purpose of carrying out the Project;

(b) flow the Funds to the Recipient in accordance with the Budget.

**4.2 Limitation on Payment of Funds.** Despite section 4.1, the Ministry:

(a) may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Ministry's assessment of the information contained in the Reports; and

(b) shall not provide any Funds to the Recipient until the Recipient meets the insurance requirements described in section 12.1 and until the Municipal Council has provided a municipal by-law or resolution authorizing the Municipality to enter into the Agreement with the Ministry.

**4.3 Appropriation.** Despite sections 4.1 and 4.2 and pursuant to the provisions of the *Financial Administration Act*, R.S.O 1990, c. F.12 as amended, if the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is obligated to make under the Agreement the Ministry shall not be obligated to make the payment.

**4.4 Interest on Funds.** If the Recipient earns any interest on the Funds, the interest belongs to the Ministry and shall be an amount owing to the Ministry and paid to the "Ontario Minister of Finance" in accordance with Section 16.3.

**4.5 GST.** The Recipient shall not use the Funds for any GST costs for which it receives a rebate, tax credits, input tax credits or refunds.

## **Article 5 Project**

**5.1 Recipient Responsibilities.** The Recipient shall:

(a) carry out the Project in compliance with all federal and provincial laws or regulations, all municipal by-laws, and any other orders, rules or by-laws related to any aspect of the Project;

(b) use the Funds only for the purpose of carrying out the Project;

(c) spend the Funds only in accordance with the Budget;

- (d) place the Funds in an interest bearing account and shall, at the request of the Ministry, account to the Ministry on the interest earned on the Funds.
- 5.2 **The Recipient Shall Not.** The Recipient shall not make any changes to the Project, Timelines or Budget without the prior written consent of the Ministry.
- 5.3 **Recipient Undertaking.** The Recipient undertakes to the Ministry that it will complete the Project within the timeframes specified in Schedule A and within the Budget. The Recipient further undertakes to incur all costs associated with the Project should it go over Budget.
- 5.4 **Terms and Conditions on Any Consent.** The Ministry may prescribe any terms and conditions on any consent the Ministry may grant pursuant to section 5.2.
- 5.5 **Moving Funds.** Despite section 5.2, the Recipient may move Funds equalling up to ten percent (10%) of the allocation in one line within a budget category to another line within the same budget category.

#### **Article 6** **acquisition of Goods and Services, and Disposal of Assets**

- 6.1 **Acquisition.** If the Recipient acquires supplies, equipment or services with the Funds it shall do so through a process that promotes the best value for the Funds it spends.
- 6.2 **Disposition.** The Recipient shall not, without the Ministry's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funds, the cost of which exceeded \$1,000 at the time of purchase.

#### **Article 7** **Conflict of Interest**

- 7.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds in a manner that ensures that no Person associated with the Project in any capacity has a potential or actual conflict of interest.
- 7.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any situation or circumstance where, in relation to the performance of the Recipient's contractual obligations under the Agreement, the Recipient's other commitments, relationships or financial interests:
  - (a) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of the Recipient's

independent judgement in relation to the subject matter of the Agreement; or

- (b) could or could be seen to compromise, impair or be incompatible with the Recipient's effective performance of its obligations under the Agreement.

**7.3 Disclosure to Ministry.** The Recipient shall:

- (a) disclose to the Ministry without delay any situation that a reasonable person would interpret as either an actual or potential conflict of interest; and
- (b) comply with any terms and conditions subsequently prescribed by the Ministry resulting from the disclosure.

**Article 8**  
**Reporting, Accounting and Review**

**8.1 Communication.** The Ministry shall communicate with the Recipient on a regular basis for the purposes of Project oversight.

**8.2 Reports.** The Recipient shall submit to the Ministry the Reports and such other information or documentation to substantiate the Reports or provide other reports as the Ministry may request from time to time.

**8.3 Preparation and Submission.** The Recipient shall:

- (a) prepare its Reports using any forms specified by the Ministry from time to time;
- (b) ensure that all Reports are completed to the satisfaction of the Ministry;
- (c) ensure that all Reports are signed on behalf of the Recipient by the individual(s) named in Schedule C; and,
- (d) submit all Reports to the Ministry on the dates set out in Schedule C and at the address provided in Section 17.1.

**8.4 Record Maintenance.** The Recipient shall for a period of seven (7) years from the date of the expiry or termination of the Agreement:

- (a) keep and maintain all financial records, invoices and other financially-related documents relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles and clerical practices; and



- (b) keep and maintain all non-financial documents and records relating to the Funds or otherwise to the Project in a confidential manner consistent with all applicable law.

8.5 **Inspection.** The Ministry or its authorized representatives including but not limited to independent professionals and the Auditor-General of Ontario may, at its own expense, upon twenty-four (24) hours notice to the Recipient and during normal business hours enter upon the Recipient's premises to review the progress of the Project, the way in which the Recipient is carrying out the Project and the Recipient's expenditure of the Funds and to that end the Ministry may:

- (a) inspect and copy any financial records, invoices and other financially-related documents in the possession or under the control of the Recipient which relate to the Funds or otherwise to the Project;
- (b) inspect and copy non-financial records in the possession or under the control of the Recipient which relate to the Funds or otherwise to the Project, except that, where such records relate to a third Person, the Ministry shall, if required by law, obtain the consent of the third Person before inspecting or copying such records; and
- (c) conduct such other investigation or inspection in respect of the Project as is considered necessary.

8.6 **Recipient to Provide.** The Recipient shall cooperate with the Ministry in respect of the exercise of the Ministry's rights set out in Section 8.4, and the Recipient shall provide any information in respect of the Funds or the Project that the Ministry may reasonably request.

8.7 **No Review of Personal Information.** Nothing in the Agreement shall require the Recipient, except as otherwise permitted or required by law, to disclose any personal information to the Ministry.

8.8 **No Control of Records.** No right conferred upon the Ministry under the Agreement nor any provision of the Agreement shall be construed so as to give the Ministry any custody or control whatsoever over the Recipient's Records.

## **Article 9**

### **Credit**

9.1 **Acknowledge Support.** Unless otherwise directed by the Ministry, the Recipient shall acknowledge the support of the Ministry in any publication

of any kind, written or oral, relating to the Project using the statement provided below:

“This project has received funding support from the Ontario Ministry of the Environment. Such support does not indicate endorsement by the Ministry of the contents of this material.”

#### **Article 10 Limitation of Liability**

- 10.1 **Limitation of Liability.** The Ministry’s officers, employees and agents shall not be liable to the Recipient or any of the Recipient’s personnel for costs, losses, claims, liabilities and damages howsoever caused (including any incidental, indirect, special or consequential damages, injury or any loss of use or profit of the Recipient) arising out of or in any way related to the Project or otherwise in connection with the Agreement, unless caused by the gross negligence or malfeasance of the Ministry’s officers, employees and agents.

#### **Article 11 Indemnity**

- 11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively “**Claims**”), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Recipient, its subcontractors or their respective directors, officers, agents, employees or independent contractors in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement.

#### **Article 12 Insurance**

- 12.1 **Commercial General Liability Insurance.** The Recipient shall put into effect and maintain, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, for the period during which the Agreement is in effect, at its own expense the following insurance:
- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:

- a. the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - b. a cross-liability clause;
  - c. contractual liability coverage;
  - d. A thirty (30) day written notice of cancellation, termination or material change.
- 12.2 **Proof of Insurance.** The Recipient shall provide the Ministry with certificates of insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in section 12.1. Upon the request of the Ministry, the Recipient shall make available to the Ministry a copy of each insurance policy.

### **Article 13** **Termination by Either Party for Convenience**

- 13.1 **Termination Without Reason.** Either Party may terminate the Agreement at any time, for any reason, upon giving at least thirty (30) days Notice to the other Party.

### **Article 14** **Termination by the Ministry**

- 14.1 **Immediate Termination.** The Ministry may terminate the Agreement immediately upon giving Notice to the Recipient if:
- (a) in the opinion of the Ministry:
    - (i) the Recipient has knowingly provided false or misleading information regarding its funding request or in any other communication with the Ministry;
    - (ii) the Recipient breaches any provision of the Agreement;
    - (iii) the Recipient is unable to complete or has discontinued the Project; or
    - (iv) it is not reasonable for the Recipient to continue to carry out the Project;

(b) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or,

(c) the Recipient ceases to carry on business.

14.2 **Opportunity to Remedy.** If the Ministry considers that it is appropriate to allow the Recipient the opportunity to remedy a breach of the Agreement, the Ministry may give the Recipient an opportunity to remedy the breach by giving the Recipient Notice:

(a) of the particulars of the breach; and

(b) of the period of time within which the Recipient is required to remedy the breach.

14.3 **Recipient not Remediating.** If the Ministry has provided the Recipient with an opportunity to remedy the breach, and

(a) the Recipient does not remedy the breach within the time period specified in the Notice;

(b) it becomes apparent to the Ministry that the Recipient cannot completely remedy the breach within the time specified in the Notice or such further period of time as the Ministry considers reasonable; or

(c) the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Ministry,

the Ministry may immediately terminate the Agreement by giving Notice of termination to the Recipient.

14.4 **Effective Date.** The effective date of any termination under this Article shall be the last day of the notice period, the last day of any subsequent notice period or immediately, which ever applies.

## **Article 15**

### **Funding at the End of a Funding Year, Upon Expiry OR Termination**

15.1 **Funding at the End of a Funding Year.** If, in any Funding Year, the Recipient does not spend all of the Funds allocated for a Funding Year as provided for in the Budget, the Recipient may request permission from the Ministry to use the unspent Funds in the next Funding Year and the Ministry may, in writing:

(a) authorize the Recipient to use the unspent Funds in the next

Funding Year; or

- (b) direct the Recipient to return the unspent Funds to the Ministry in accordance with Article 16.

**15.2 Funding on Termination.** Upon termination of the Agreement pursuant to Article 14 (Termination by the Ministry), the Ministry shall:

- (a) demand the repayment of any unspent Funds remaining in the possession or under the control of the Recipient; and
- (b) demand the repayment of monies in an amount equal to any Funds the Recipient used for purposes not agreed upon by the Ministry and such monies shall be deemed to be Funds for the purpose of Article 16 and shall be repaid in accordance with Article 16; and
- (c) cancel all further payment of Funds.

**15.3 Winding Down.** If the Agreement is terminated pursuant to Article 13 (Termination by Either Party for Convenience), the Ministry shall:

- (a) determine the Recipient's reasonable costs to wind down the Project and permit the Recipient to use the Funds in its possession or under its control to pay for such reasonable costs; and
- (b) demand the repayment of all other Funds remaining in the possession or under the control of the Recipient; and
- (c) demand the payment of monies in an amount equal to any Funds the Recipient used for purposes not agreed upon by the Ministry and such monies shall be deemed to be Funds for the purpose of Article 16 and shall be repaid in accordance with Article 16.

**15.4 Funding on Expiry.** Upon expiry of the Agreement, the Ministry shall demand:

- (a) the repayment of any unspent Funds remaining in the possession or under the control of the Recipient; and,
- (b) the payment of monies in an amount equal to any Funds the Recipient used for purposes not agreed upon by the Ministry and such monies shall be deemed to be Funds for the purpose of Article 16 and shall be repaid in accordance with Article 16.

## **Article 16**

### **Recipient's Repayment of Funds**

**16.1 Debt Due.** If the Ministry demands the payment by the Recipient of any

Funds or interest on the Funds pursuant to the Agreement, the amount demanded shall be deemed to be a debt owing to the Ministry by the Recipient, and the Recipient shall pay the amount to the Ministry immediately unless the Ministry directs otherwise.

16.2 **Interest Rate.** The Ministry may charge the Recipient interest on any amount owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.3 **Cheque Payable To.** The Recipient shall pay any amounts owing to the Ministry by cheque payable to the "Ontario Minister of Finance" and mailed to the Ministry at the address provided in section 17.1.

## **Article 17**

### **Notices**

17.1 **Notice.** Any Notice shall be:

- (a) in writing;
- (b) delivered personally or by pre-paid courier, or sent by facsimile, certified or registered mail or postage pre-paid mail with receipt notification requested; and,
- (c) addressed to the other Party as provided below or as either Party shall later designate to the other in writing:

#### **To the Ministry:**

Ministry of the Environment  
insert address of ministry

**Attention:** insert person's name or position

Fax: fill in  
Telephone: fill in

#### **To the Recipient:**

insert name of Recipient  
insert address of Recipient

Attention:[insert person's name or position]

Fax: fill in  
Telephone: fill in

17.2 **Notices Effective From.** All Notices shall be effective:

- (a) at the time the delivery is made if the Notice is delivered personally, by pre-paid courier or by facsimile; or
- (b) three (3) days after the day the Notice was deposited in the mail if the Notice is sent by certified, registered or postage prepaid mail, unless the day the Notice is effective falls on a day when the Ministry

is normally closed for business, in which case the Notice shall not be effective until the next day that is a day when the Ministry is normally open for business.

### **Article 18 Severability of Provisions**

- 18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement and any invalid or unenforceable provision shall be deemed to be severed.

### **Article 19 Waiver**

- 19.1 **Waivers in Writing.** A waiver of any failure to comply with any term of the Agreement shall be in writing and signed by the Party providing the waiver. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

### **Article 20 Independent Parties**

- 20.1 **Parties Independent.** The Parties are and shall at all times remain independent of each other and are not and shall not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations shall be made or acts taken by either Party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither Party shall be bound in any manner whatsoever by any agreements, warranties or representations made by the other Party to any other Person nor with respect to any other action of the other Party.

### **Article 21 Assignment of Agreement or Funds**

- 21.1 **No Assignment.** The Recipient shall not assign the Agreement or the Funds or any part thereof without the prior written consent of the Ministry.

### **Article 22 Governing Law**

- 22.1 **Agreement Governed By.** The Agreement and the rights, obligations and relations of the Parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation or arbitration arising in

connection with the Agreement shall be conducted in Ontario unless the Parties agree in writing otherwise.

### **Article 23 Further Assurances**

- 23.1 **Agreement into Effect.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect the Agreement to its full extent.

### **Article 24 Circumstances Beyond the Control of Either Party**

- 24.1 **Force Majeure Means.** For the purposes of the Agreement, “**Force Majeure**” means an event that is:
- (a) beyond the reasonable control of a Party; and
  - (b) makes a Party’s performance of its obligations under the Agreement impossible or so impracticable as reasonably to be considered impossible in the circumstances.
- 24.2 **Force Majeure Includes.** Force Majeure includes:
- (a) war, riots and civil disorder;
  - (b) storm, flood, earthquake or other severely adverse weather conditions;
  - (c) confiscation or other similar action by government agencies;
  - (d) lawful act by a public authority; and,
  - (e) strikes, lockouts and other labour actions,
- if such events meet the test set out in Section 24.1.
- 24.3 **Force Majeure Shall Not Include.** Force Majeure shall not include:
- (a) any event that is caused by the negligence or intentional action of a Party or such Party’s agents or employees;
  - (b) any event that a diligent Party could reasonably have been expected to:
    - (i) take into account at the time of the execution of the Agreement; and



- (ii) avoid or overcome in the carrying out of its obligations under the Agreement; or,
- (c) the insufficiency of funds or failure to make any payment required hereunder, unless such failure is in accordance with section 4.3 (Appropriation).

**24.4 Failure to Fulfil Obligations.** The failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

#### **Article 25 Survival**

**25.1 Survival.** The provisions in Sections 4.4 and 4.5, Section 6.2, Section 8.2 and 8.3 to the extent that the Recipient has not submitted all the required Reports to the Ministry, sections 8.4, 8.5 and 8.6, Article 9 (Credit), Article 10 (Limitation of Liability), Article 11 (Indemnity), Article 15 (Funding at the End of a Funding Year, Upon Expiry or Termination), Article 16 (Recipient's Repayment of Funds), Article 22 (Governing Law), Article 25 (Survival) and any supporting or crossed referenced provisions survive and shall continue in full force and effect for a period of seven (7) years from the date of expiry or termination of the Agreement.

#### **Article 26 Schedules**

**26.1 Schedules.** The following are the schedules attached to and forming part of the Agreement:

- (a) Schedule A (Project Description and Timelines);
- (b) Schedule B (Budget); and,
- (c) Schedule C (Financial/Progress Reports).

#### **Article 27 Entire Agreement**

**27.1 Entire Agreement.** The Agreement together with the attached schedules listed in section 26.1 of the Agreement constitutes the entire Agreement between the Parties with respect to the subject matter contained in the

Agreement and supersedes all prior oral or written representations and agreements.

- 27.2 **Modification of Agreement.** The Agreement may only be modified by a written agreement duly executed by the Parties.

## **Article 28 Counterparts**

- 28.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF** the Parties have executed the Agreement made as of the date first written above.

### **HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

as represented by the Minister of the  
Environment

per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Pursuant to delegated authority

### **Legal Name of Recipient**

per: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

I have authority to bind the Recipient

**Schedule A**

**PROJECT DESCRIPTION AND TIMELINES**

**A1. BACKGROUND**

fill in

**A2. PROJECT OBJECTIVE**

fill in

**A3. RECIPIENT OBLIGATIONS**

**A3.1 Scope of Project**

fill in

**A3.2 Timelines**

fill in

**Schedule B**

**BUDGET**

B1. The Recipient shall expend the Funds in accordance with the following:

<b>Eligible Expenditure</b>	<b>Amount</b>
[insert Budget line items here]	\$
	\$
	\$

B2. The Ministry shall provide the Funds to the Recipient in accordance with the following schedule:

<b>Date or Activity that Triggers Payment</b>	<b>Amount</b>
Ministry approval of Recipient project application	\$
	\$

**Schedule C**  
**FINANCIAL/PROGRESS REPORTS**

<b>Reports</b>	<b>Date Due</b>
<p><b>Acquisition Report(s)</b> setting out:</p> <ul style="list-style-type: none"> <li>(i) a description of the competitive process followed;</li> <li>(ii) a summary of the bids submitted;</li> <li>(iii) justification for the selection of the preferred proponent which evidences value for money;</li> <li>(iv) the preferred proponent's price.</li> </ul>	
<p><b>Interim progress report(s)</b> setting out:</p> <ul style="list-style-type: none"> <li>(i) actions undertaken to the date of the report and how they relate to the objectives of the Project;</li> <li>(ii) any Project milestones achieved within the reporting period and show how Project objectives / expectations have been met;</li> <li>(iii) set out any variances from the Project schedule, the reasons for such variances and the strategy used to correct the variances and achieve the Project objectives; and</li> <li>(iv) a statement confirming Recipient compliance with the terms and conditions of the Agreement signed by the Chief Operating Officer, Board chair or equivalent unless otherwise agreed to by the Ministry.</li> </ul>	
<p><b>Financial progress report(s)</b> setting out:</p> <ul style="list-style-type: none"> <li>(i) an interim accounting of all Project expenditures to date signed by the Chief Financial Officer, Board chair or equivalent, if applicable, or as otherwise agreed to by the Ministry confirming actual Project expenditures and providing an explanation for any variances from the Budget as provided for in section 5.5; and</li> <li>(ii) whether or not the Project as described in the Agreement can be completed.</li> </ul>	
<p><b>Final report:</b></p> <ul style="list-style-type: none"> <li>(i) discussing Project objectives / expectations, confirming that Project objectives / expectations were met, setting out lessons learned;</li> <li>(ii) including a final accounting of all Project expenditures signed by the Chief</li> </ul>	

<p>Financial Officer, and the Board of Directors if applicable, or as otherwise agreed to by the Ministry, confirming actual Project expenditures and providing an explanation for any variances as provided for in section 5.5;</p> <p>(iii) including an accounting of any unspent Funds and an explanation as to why there are remaining Funds; and</p> <p>(iv) including a statement signed by the Chief Operating Officer, Board chair or equivalent unless otherwise agreed to by the Ministry confirming Recipient compliance with the terms and conditions of the Agreement.</p>	
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